

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

Case No.: 07-43618-RJK

In re:

Seasonal Concepts, Inc.

Debtor.

John R. Stoebner, Trustee

Adv. No. 09-04269

Plaintiff,

v.

Carl M. Wolk, individually, and as Trustee
Under the Carl M. Wolk Revocable Trust
dated June 30, 1996, and Marvin S.
Stillman, individually and as Trustee under
The Marvin S. Stillman Revocable Trust
dated June 30, 1996,

Defendants.

ANSWER OF CARL WOLK

Carl M. Wolk, for his Answer to the Complaint of John R. Steubner, denies each and every allegation thereof, except as hereinafter expressly admitted or otherwise qualified:

1. Admits the allegations of paragraph 1.
2. Admits the allegations of paragraph 2.
3. Admits the allegations of paragraph 3,
4. Admits the allegations of paragraph 4.
5. Denies the allegations of paragraph 5.
6. Plaintiff's Complaint contains no paragraph 6.

7. Plaintiff's Complaint contains no paragraph 7.
8. Plaintiff's Complaint contains no paragraph 8.
9. Lacks sufficient information to admit or deny the allegations of paragraph 9.
10. Lacks sufficient information to admit or deny the allegations of paragraph 10.
11. Denies the allegations of paragraph 11.
12. Admits the allegations of paragraph 12.
13. Admits the allegations of paragraph 13.
14. Admits the allegations of paragraph 14.
15. Admits the allegations of paragraph 15.
16. As to paragraph 16, Wolk denies that he owes Debtor any amount under the Split Dollar Agreement and admits the remaining allegations of that paragraph.
17. Lacks sufficient information to admit or deny the allegations of paragraph 17.
18. Denies the allegations of paragraph 18.
19. Lacks sufficient information to admit or deny the allegations of paragraph 19.
20. Denies the allegations of paragraph 20.
21. Denies the allegations of the second paragraph numbered "20" in Plaintiff's Complaint.

AFFIRMATIVE DEFENSES

1. Wolk asserts the affirmative defense of setoff arising out of pre-petition obligations that are owed to him by the Debtor, including the obligation to pay consulting fees.
2. Wolk asserts the affirmative defense of waiver and estoppel based upon the Debtor's failure to pay one or more premiums under the Split-Dollar policy thus requiring Wolk to make the payment(s) in order to keep the life insurance policy in force and effect.

WHEREFORE, Carl Wolk requests that judgment be entered against Plaintiff in this matter and for such other and further relief as the Court deems just and equitable.

BARNES & THORNBERG LLP

Dated: November 3, 2009

By: 

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